

**SECTION 2 - SPECIAL TERMS AND CONDITIONS****2.1 PURPOSE**

The purpose of this Invitation to Bid is to establish a contract for the purchase of Proximity Integrated Circuit Cards, also known as Extended and Limited Use Contactless Smartcards (Smartcards) for Miami-Dade Transit (MDT) department. These Smartcards are branded by MDT as "EASY Cards" for extended use and "EASY Tickets" for limited use.

**2.2 TERM OF CONTRACT, SIXTY (60) MONTHS.**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department (ISD) Procurement Management Services Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the sixtieth (60) month of the contract term.

**2.3 METHOD OF AWARD**

Award of this solicitation will be made to the lowest responsive, responsible Bidders on a group by group basis. The two (2) groups for this solicitation are:

**Group 1:**

EASY Cards (Proximity Integrated Circuit Cards, extended use), parceled individually.

**Group 2:**

EASY Tickets (Proximity Integrated Circuit Cards, limited use), parceled in rolls of 1,000 each.

EASY Tickets (Proximity Integrated Circuit Cards, limited use), parceled individually / pre-cut.

In addition, the Bidders shall comply with the following group-specific requirements:

**2.3.1** To be considered for award of Group 1, Bidder shall be the manufacturer, or an authorized agent, dealer, representative, or distributor of the manufacturer of the extended use contactless smartcards being offered. Bidder shall submit documentation on their company stationary affirming they are the manufacturer of the contactless smartcards, or submit documentation from the manufacturer of the contactless smartcards, affirming Bidder is an authorized agent, dealer, representative, or distributor of said manufacturer. This documentation shall contain contact information to allow the County to verify its content.

**2.3.2** To be considered for award of Groups 2, Bidder shall be the manufacturer, or an authorized agent, dealer, representative, or distributor of the manufacturer of the limited use contactless smartcards being offered. Bidder shall submit documentation on their company stationary affirming they are the manufacturer of the contactless smartcards, or submit documentation from the manufacturer of the contactless smartcards, affirming Bidder is an authorized agent, dealer, representative, or

distributor of said manufacturer. This documentation shall contain contact information to allow the County to verify its content.

- 2.3.3** The manufacturer's name, brand names and other product information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of quality, standard of performance, and design, and is in no way intended to prohibit the offer of any manufacturer's items of equal material unless otherwise indicated.

Where literature is submitted with bid and the literature offers information that does not fully comply with the technical specifications of the solicitation, the Bidder shall clearly state on their company stationary the differences between their Smartcards and the required specifications and how their Smartcards comply with the solicitation's specifications. Bids submitted without such a letter explaining the difference and compliance may result in the bid being rejected for not meeting the specifications.

Miami-Dade County, at its sole discretion, may allow Bidders to complete or supplement the information sheets during the bid evaluation period. Failure to provide proof of compliance to the specifications, as specified shall result in the Bidder's bid being declared non-responsive. Miami-Dade County shall be the sole judge of the Smartcards' conformance with requirements and its decision shall be final, in its best interest. Miami-Dade County reserves the right to verify the information submitted by the bidder and to obtain and evaluate additional information, as it deems necessary to ascertain the Smartcards' conformance to requirements.

- 2.3.4** The Bidder's ISO 9000-2000 certification shall be submitted with its bid.

The County reserves the right to request and evaluate any additional information from Bidders during evaluation.

## **2.4 PRICES**

Bidder's price(s) offered herein shall include all applicable government taxes and fees, when the County is not exempt from such. Price(s) offered herein shall also include all other fees, costs, and charges involved in providing the Smartcards to the County, including delivery. All quantities are estimates and are not guaranteed. See Section 1, Paragraph 1.8.

If a Bidder is awarded a contract under this solicitation, the price(s) offered by the awarded Bidder shall remain fixed and firm for the first three (3) years of the contract. Thereafter, the price(s) may be adjusted yearly by multiplying the awarded price(s) by the yearly percentage of change of the price index listed below, to calculate the adjusted awarded price(s). Adjustments may be upward or downward and applied at the County's sole discretion.

Series Id: CUUR0000SA0,CUUS0000SA0  
Not Seasonally Adjusted  
Area: U.S. city average  
Item: All items  
<http://data.bls.gov/timeseries/CUUR0000SA0>

| Year | Jan     | Feb     | Mar     | Apr     | May     | Jun     | Jul     | Aug     | Sep     | Oct     | Nov     | Dec     | Annual  |
|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2012 | 226.665 | 227.663 | 229.392 | 230.085 | 229.815 | 229.478 | 229.104 | 230.379 | 231.407 | 231.317 | 230.221 | 229.601 | 229.594 |
| 2013 | 230.280 | 232.166 | 232.773 | 232.531 | 232.945 | 233.504 | 233.596 | 233.877 | 234.149 | 233.546 | 233.069 | 233.049 | 232.957 |
| 2014 | 233.916 | 234.781 | 236.293 | 237.072 |         |         |         |         |         |         |         |         |         |

Price adjustments shall be calculated during the month prior to the start of the adjustment periods. The adjustment periods shall commence on the thirty-seventh (37<sup>th</sup>), and forty-ninth (49<sup>th</sup>) months of the contract. The period used to calculate the adjustment will include no more than the previous twelve (12) months, using the index above, and include as many months as published, including preliminary [P] numbers, as not all twelve months may be available for calculations at this time.

Example:

If the twenty-fifth month of the contract is January 2014; the percentage of change is calculated during December 2013. The period shall be from January 2013 (230.280) to December 2013 (233.049), and calculated as follows:

$$233.049 \div 230.280 = 1.02$$

$$1.02 \div 230.280 = .01$$

$$.01 \times 100 = 1\%$$

$$1\% \times \text{awarded price} = \text{adjusted awarded price.}$$

In the example above, if the County authorizes such an increase, the awarded price(s) will be multiplied by one (1) percent, and that amount will added to any line item prices for next twelve months commencing January 2014.

The submission of an upward price adjustment request to the County is the responsibility of all the awarded Bidders, and will not be granted automatically by the County. These requests must be submitted to the Procurement Contracting Officer assigned to the contract thirty day (30) calendar days before the next adjustment period starts.

It shall be further understood that the County reserves the right to reject any upward price adjustments submitted by awarded Bidders or to terminate the contract for convenience with the primary Bidder based on such price adjustment requests.

All downward adjustments will be reviewed by the County and may be exercised at the sole discretion of the County if it's in its best interest.

## 2.5 LIQUIDATED DAMAGES FOR LATE DELIVERY

Failure to deliver the Smartcards in accordance with the terms, conditions and specifications to the satisfaction of the County within time frames stated herein shall cause the awarded Bidder to be subject to charges for liquidated damages in the amount of \$1,500 for each and every calendar day that the Smartcards are not delivered and accepted by the County.

As compensation due the County for loss of use and for additional costs incurred by the County due to such untimely delivery, the County shall have the right to deduct liquidated damages stated above from any amount due, or that may become due, to the awarded Bidder under this contract, or to invoice the awarded Bidder for such damages if the costs incurred exceed the amount due the awarded Bidder.

## **2.6 SHIPPING TERMS**

Bidders shall quote prices based on F.O.B. Destination and shall hold title to the Smartcards until such time as they are delivered and accepted by an authorized County representative at:

Miami-Dade Transit  
6601 NW 72<sup>nd</sup> Avenue  
Miami FL 33166

## **2.7 DELIVERY SHALL BE WITHIN (45) DAYS AFTER DATE OF ORDER**

Unless otherwise indicated in writing by MDT, when the smartcard(s) are ordered, the awarded Bidder shall make deliveries within forty-five (45) calendar days after the day the County approves artwork samples, hereinafter called proof. The awarded Bidder(s) shall provide proofs within five (5) working days of receiving final artwork from MDT. Liquidated damages shall apply for late delivery for either of these two timeframes in accordance with Section 2, paragraph 2.5.

All deliveries shall be made in accordance with good commercial practices and completed in accordance with the above; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the Bidder.

The estimated\* monthly deliveries for the 60 month term are:

|                        |         |
|------------------------|---------|
| EASY Cards             | 50,000  |
| EASY Tickets (roll)    | 250,000 |
| EASY Tickets (pre-cut) | 100,000 |

\*These estimates are not guaranteed.

## **2.8 SHIPPING TERMS**

The County will not allow late deliveries attributed to back order situations under this contract. Accordingly, the awarded Bidder is required to deliver all Smartcards to the County within the time specified in Section 2, paragraph 2.7, and no grace period on account of back order situations shall be honored, unless written authorization is issued by MDT, and a new delivery date is mutually established. In the event that the awarded Bidder fails to deliver the Smartcards within the time specified, the County reserves the right to cancel the order, seek the items from another Bidder, and charge the awarded Bidder for any re-procurement costs. If the awarded Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

## **2.9 WARRANTY AGAINST DEFECT**

Warranty against any defects for EASY CARDS (Group 1) shall be the manufacturer's standard warranty or thirty-six (36) months from date of acceptance by the County, whichever is greater, whether the Smartcards

are placed in circulation or in storage. The awarded Bidder shall promptly replace defective Smartcards, without cost to the County, within 30 calendar days after the County notifies the awarded Bidder of such defects in writing or electronic mail. Payment for delivered and accepted Smartcards does not constitute a waiver of warrantee.

Warranty against any defects for EASY TICKETS (Group 2) shall be the manufacturer's standard warranty twelve (12) months from date of acceptance by the County, whichever is greater, whether the Smartcards are placed in circulation or in storage. The awarded Bidder shall promptly replace defective Smartcards, without cost to the County, within 30 calendar days after the County notifies the awarded Bidder of such defects in writing or electronic mail. Payment in full for the work does not constitute a waiver of warranty.

The County shall be the sole judge of what is a defect. Liquidated damages shall apply for late delivery of either of these two timeframes in accordance with **Section 2, paragraph 2.7.**

## **2.10 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES**

While the County has listed all major items within this solicitation which are utilized by MDT in conjunction with their operations, there may be similar items that may be purchased by the County during the term of this contract. Under these circumstances, a County representative may contact awarded Bidder(s) to obtain a price quote for similar items. The County reserves the right to award these similar items to the awarded Bidder(s) based on the lowest price quoted, or to acquire the items through another award.

## **2.11 SAMPLES MAY BE REQUIRED DURING EVALUATION**

After the County opens submittals, Bidders may be required to submit samples of their Smartcards for evaluation by, and at no cost to the County. If samples are required, the County will notify the Bidder(s) of such in writing and specify the details of the sample request and deadline for submission. Each individual sample or batch shall be clearly labeled with the Bidder's name, bid number, bid title, manufacturer's name and brand name, and style/model number if applicable. If a Bidder fails to submit the samples as requested in the County notice, the County may not consider the bidder's offer for that item(s); provided however, that in the event of a group or aggregate award, the Bidder's offer may not be eligible for that group or in the aggregate as applicable. All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures on Bidder's samples or to send any and all samples to an independent third party laboratory chosen by the County for analysis. Any costs for testing shall be borne by the Bidder. The County shall be sole judge of the acceptability of these or any samples in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the Bidder during the contract period shall conform to the sample submitted. The Bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

## **2.12 TESTING OF RANDOM SAMPLES OF DELIVERED SMARTCARDS**

During the term of the contract, samples of delivered Smartcards may be randomly selected and tested, at the County's expense, for compliance with the specifications herein. If it is found that the delivered Smartcards do not conform to the specifications, the County may require replacement within the time specified in **Section 2, paragraph 2.9**, or may terminate the contract for cause.

#### **2.13 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY**

The awarded Bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this contract. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered.

#### **2.14 PATENTS**

The awarded Bidder(s) shall assume all costs arising from the use of patented materials, equipment, devices, or processes, as and when furnished by the awarded Bidder(s), that are not furnished by the County, which are used on or incorporated in the Work and shall bear all responsibility for use of such materials and shall indemnify and hold harmless the County and their duly authorized representatives, officers, directors, employees, and agents, from all suits at law, actions, cost, damage and expense (including reasonable attorney's fees), of every kind or nature, arising from, for, or on account of, the use of any patented materials, equipment, devices or processes and settle or pay damages related thereto.

If such materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor, at its expense, shall, without prejudice to any other rights of the County or the Project Manager:

- A. Secure for the County the right to continue using such materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or
- B. Replace such materials, equipment, devices or processes with materials, equipment, devices or processes acceptable to the County; or
- C. Modify such materials, equipment, devices or processes so that they become non-infringing, which modification shall not adversely affect the functionality of such materials, equipment, devices or processes, as determined by the County.



**SECTION 3 – TECHNICAL SPECIFICATIONS****3.1 SCOPE OF WORK**

The Smartcards offered by the bidders shall comply with the technical specifications in Exhibits 1, 2, and 3, and the technical drawings in Appendix A, as these define the requirements for materials, manufacturing, handling, packaging, quality assurance, testing, and delivery of the Extended-Use contactless smartcards (EASY Cards), and the Limited Use contactless smartcards (EASY Tickets) to be used in the Miami Dade Transit Automated Fare Collection System.

Attachments:

- 1) Appendix A, Technical Drawings
- 2) Appendix B. Sample Art Work
- 3) Exhibit 1, Specifications for extended use smartcards (EASYCards, with mifare DESFire 4kb Technology)
- 4) Exhibit 2, Specifications for limited use smartcards (EASYTickets)
- 5) Exhibit 3, Design information for smartcard serialization and printing